

1           **LEW BRANDON, JR., ESQ.**  
2           Nevada Bar No. 5880  
3           **DAVE M. BROWN, ESQ.**  
4           Nevada Bar No. 12186  
5           **MORAN BRANDON BENDAVID MORAN**  
6           630 S. Fourth Street  
7           Las Vegas, Nevada 89101  
8           (702) 384-8424  
9           (702) 384-6568 – *facsimile*  
10          [1.brandon@moranlawfirm.com](mailto:1.brandon@moranlawfirm.com)  
11          Attorneys for Defendant,  
12          ALBERTSONS, LLC.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

10 MICHAEL A. CALIX,

Plaintiff,

CASE NO.: 2:14-cv-01392-RCJ-VCF

13 | VS.

14 ALBERTSON'S, LLC; ROE  
15 CLEANING COMPANY; and DOES  
16 1-20, and ROE BUSINESS ENTITIES  
1-20, inclusive,

## 17 Defendants.

**STIPULATED PROTECTIVE ORDER**

In connection with the production of confidential documents and other confidential information in this action, Plaintiff, MICHAEL A. CALIX (the "Plaintiff"), Defendant, ALBERTSONS, LLC (the "Defendant"), through their respective counsel ("Plaintiff" and "Defendant" may also be collectively referred to as, the "Parties" or individually as, "Party"), hereby enter into this Stipulated Protective Order ("Stipulated Protective Order").

## **I. PURPOSE OF THIS PROTECTIVE ORDER**

26 The purpose of this Stipulated Protective Order is to provide a means for limiting access  
27 to and use and disclosure of Confidential Documents or Information produced in this action.



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 348-6568

1 Any unauthorized disclosure of Confidential Documents or Information in violation of this  
2 Order may be subject to discipline by the contempt powers of this United States District Court  
3 for the District of Nevada.

4 **II. DESIGNATION OF "CONFIDENTIAL DOCUMENTS OR INFORMATION"**

5 The Parties may designate such documents or information as "Confidential" in  
6 accordance with the following procedures:

7 **A. "Confidential" Documents or Information.**

8 Either Party may designate any documents, records, reports, video tapes, tangible items,  
9 or information as "Confidential." Upon a designation of "Confidential," the Parties shall treat  
10 any designated document, record, report, video tape, tangible item, or information as  
11 confidential and shall only use such document, record, report, video tape, tangible item, or  
12 information solely for the prosecution or defense of this matter.

13 **B. Time of Designation**

14 Unless otherwise agreed between counsel for the Parties, the designation of Confidential  
15 Documents or Information shall be made at the time of the production of documents, records,  
16 reports, video tapes, tangible items, or information.

17 **C. Manner of Designation**

18 The designation of Confidential Documents or Information shall be made in the  
19 following manner:

20 1. For documents, by placing the notation "Confidential" on each page of such  
21 document;

22 2. For tangible items, including any video tapes or documents or information  
23 produced on magnetic disks or other computer related media, by placing the notation



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 384-8558

1 "Confidential" on the object and, if applicable, on the container thereof or if such are not  
 2 practicable, as otherwise agreed by the Parties. In the event either Party generates any "hard  
 3 copy" or printout from any "Confidential Material," that Party must immediately stamp each  
 4 page "Confidential," and the hard copy or printout shall be treated as "Confidential Information  
 5 pursuant to this Stipulated Protective Order."

6

7       **D. Retroactive Designation**

8       1. Inadvertent production of any Confidential Documents or Information without a  
 9 designation of confidentiality will not be deemed to waive a later claim as to confidentiality or  
 10 privilege, or prevent the Party claiming confidentiality from re-designating such documents or  
 11 information as "Confidential" promptly after discovery of the inadvertent production.

12       2. Within a reasonable time after production, either Party may retroactively  
 13 designate (or withdraw a designation) of Confidential Documents or Information, regarding any  
 14 material that it has produced, provided however, that such retroactive designation (or  
 15 withdrawal) shall be in accordance with the terms of this Order. Such retroactive designation  
 16 (or withdrawal) shall be accomplished by notifying counsel for the non-designating Party in  
 17 writing of such retroactive designation (or withdrawal). Upon receipt of any such written re-  
 18 designation, counsel (i) shall not make any further disclosure or communication of such  
 19 retroactively designated material except as provided for in this Order; (ii) shall take reasonable  
 20 steps to notify all persons known to have possession of any retroactively designated material of  
 21 the effect of such re-designation under this Order; and (iii) shall take reasonable steps to procure  
 22 all copies of such retroactively designated material from any persons known to have possession  
 23 of any such retroactively designated material who are not entitled to receipt under this Order.

24       25       26       27       28       ///



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 384-8424

1                   **E.     Resolution of Disputes Regarding Designation**

2                 If either Party, at any time, wishes to have the "Confidential" designation of any  
 3 particular Confidential Documents or Information removed or changed, that Party shall first  
 4 request in writing that the Party having made the designation at issue change its designation.  
 5 Thereafter, the Parties shall make good faith efforts to resolve the dispute. If the designating  
 6 Party refuses to agree to remove or change the designation, then the Party that requests that the  
 7 designation be so removed may make a motion before this Court for an order removing or  
 8 changing the designation; provided, however, that the designating Party shall have the burden of  
 9 proving that such particular Confidential Document or Information are properly designated as  
 10 "Confidential" pursuant to paragraph III below. At all times during the process of challenging a  
 11 designation, the Parties shall treat the Confidential Documents or Information as originally  
 12 designated until a change is agreed to or the motion is decided by the Court and written notice  
 13 of such decision is served on the Parties.

14                 Any motion filed with respect to this Stipulated Protective Order or documents labeled  
 15 "Confidential" must comply with the local rules of the United States District Court for the  
 16 District of Nevada.

17                   **F.     Designation of Third Party Documents**

18                 Documents and/or information produced by a third party in response to a subpoena or  
 19 during deposition in the course of this litigation may involve receipt of information, documents,  
 20 things or testimony which include, contain or comprise protected information that may or may  
 21 not be appropriate for "Confidential" designation under this Order. Unless otherwise agreed in  
 22 writing between counsel for the parties, documents and information so produced by a third party  
 23 shall be treated as follows: First of all, all such documents and information shall automatically



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: 17071248658

1 be deemed to be and shall be treated as "Confidential" for twenty (20) business days following  
2 their actual receipt by both counsel for Plaintiff and counsel for Defendants in this action, in  
3 order to enable each such counsel to determine whether in their view any protected information  
4 is embodied therein. If no designation of the information as "Confidential" by the Designating  
5 Party is received by the non-Designating Party within twenty (20) business days after  
6 production, then the information will not be protected by this Protective Order except pursuant  
7 to subsequent designation by a party hereto or pursuant to a subsequent agreement of the parties  
8 or Court order; if however a written designation of "Confidential" is made by a Designating  
9 Party and is received by the non-Designating Party within twenty (20) business days after  
10 production of documents or information by the non-party, then the information will be subject  
11 to this Protective Order and will be deemed to be "Confidential" (as requested by the  
12 Designating Party); provided, however, that the designation may be challenged as any such  
13 designation.

16 Lastly, to the extent third party documents or information contains information that is  
17 confidential and/or proprietary to the third party, the third party can avail itself of the  
18 protections set forth in this Order and designate documents and/or information it produces  
19 accordingly by executing this Order and agreeing to be bound by its terms.

21 **III. PERSONS TO WHOM CONFIDENTIAL DOCUMENTS OR INFORMATION**  
22 **MAY BE DISCLOSED**

23 **A. Disclosure of Documents or Information Designated as "Confidential"**

24 Documents or Information designated as "Confidential" may be disclosed and copies  
25 may be provided only to:

26 1. Counsel of record;



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 384-6554

1           2. Expert witnesses or consultants retained by the Parties or their respective counsel  
2 in connection with this action who have complied with paragraph III(C), below;

3           3. Outside court reporting services and court reporters as may be reasonably  
4 necessary in connection with the preparation or conduct of this action;

5           4. This Court and its personnel, or any other tribunal of competent jurisdiction  
6 having involvement in this matter and its personnel;

7           5. Any mediator or arbitrator selected by the Parties to mediate or arbitrate this  
8 action; and

9           6. Representatives of the Parties.

10          B. **Additional Authorized Disclosure of Documents or Information Designated  
11           as “Confidential”**

12          Notwithstanding anything to the contrary in paragraph III(A) above, particular  
13 Confidential Documents or Information that have been designated as “Confidential” may be  
14 disclosed and copies may be provided:

15          1. To persons who are explicitly named on the document as the authors or  
16 addressees or to persons who may be shown to be an author or recipient of any particular  
17 document;

18          2. To any other persons with the prior written consent of the designating Party;

19          3. To any other persons with the prior authorization of this Court or any other  
20 tribunal of competent jurisdiction having involvement in this matter; and

21          4. If a document designated as “Confidential” refers to the conduct or affairs of a  
22 potential witness, the Party’s counsel of record may and shall discuss such conduct or affairs  
23 with such person without revealing the existence of the document, or its authors or source.



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE:(702) 384-8424  
FAX:(702) 384-6668

1                   **C.     Disclosure to Experts or Consultants**

2                   Prior to disclosing or providing copies of any Confidential Documents or Information to  
3                   any expert or consultant pursuant to paragraphs III(A) or III(B), above, the Parties shall first  
4                   obtain the agreement of the expert, consultant or anyone else to whom such disclosure will be  
5                   made to be bound by the terms of this Stipulated Protective Order as set forth in the attached  
6                   “Acknowledgment and Agreement To Be Bound.” Specifically, the expert or consultant shall  
7                   acknowledge that, during the course of his or her retention, the expert or consultant may have  
8                   access to, and become acquainted with Confidential Documents or Information, which are  
9                   regularly used in the operation of the businesses of the designating Party and in which the  
10                  designating Party has an expectation of confidentiality. The expert or consultant shall agree not  
11                  to disclose such Confidential Documents or Information, directly or indirectly, to any person or  
12                  entity not subject to this Stipulated Protective Order or use them in any way outside the specific  
13                  scope of his/her retention as an expert witness in this action, or at any time thereafter.

14                  **D.     Return of Confidential Documents or Information by Experts and**  
15                  **Consultants**

16                  Confidential Documents or Information disclosed to any expert or consultant may be  
17                  retained by such expert or consultant provided that such expert or consultant subsequently  
18                  destroys any and all copies of such Confidential Documents or Information upon the  
19                  termination of their engagement.

20                  **IV. USE OF CONFIDENTIAL DOCUMENTS OR INFORMATION**

21                  **A.     Use of Confidential Documents or Information Generally**

22                  Confidential Documents or Information shall only be used by the Parties, their respective  
23                  agents, and any other persons to whom such Confidential Documents or Information may be  
24                  disclosed pursuant to this Stipulated Protective Order: (1) in this action; (2) as otherwise



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE (702) 384-8424  
FAX (702) 348-6566

1 compelled by lawful process (provided the designating Party is given a reasonable notice to  
2 object); or (3) as otherwise required by law. Notwithstanding the foregoing, nothing in this  
3 Stipulated Protective Order shall prevent or limit the designating Party from disclosing  
4 Confidential Documents or Information they so designate.

5           **B. Use of Confidential Documents or Information in the Conduct of**  
6           **this Action**

7           1. Confidential Documents or Information may be used by counsel for the non-  
8 designating Party in good faith in connection with investigating this action, provided that the  
9 Confidential Documents or Information are protected pursuant to the terms and conditions of  
10 this Stipulated Protective Order.

11           2. The terms of this Stipulated Protective Order do not apply to evidence presented  
12 at or for court proceedings and/or trial in this matter unless so designated by the Court. Any  
13 protective measures relating to Confidential Documents or Information should be taken up with  
14 the judicial officer conducting the particular proceeding at the appropriate time.

15           3. If either Party seeks to file pleadings or other documents with this Court that  
16 contains the other Party's Confidential Documents or Information, it may do so only if: (a) the  
17 pleading and other documents that contains the other Party's Confidential Documents or  
18 Information are filed under seal in the manner prescribed by the Court; and (b) the filing Party  
19 informs the designating Party of such filing prior to the filing of such documents with the Court.

20           **V. RETURN OF CONFIDENTIAL DOCUMENTS, TESTIMONY, OR**  
21           **INFORMATION**

22           Upon written request after the final conclusion of this action, the Parties shall:



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: 1702 348 8888

1           A.     Return to the other Party any and all Confidential Documents or Information so  
2 designated by that Party and all copies thereof in its possession, custody and control or  
3 otherwise destroy such documents;

4           B.     Ensure that all Confidential Documents or Information in the possession, custody  
5 or control of any permitted parties or third parties are returned to the designating Party or are  
6 otherwise destroyed; and

7           C.     Destroy all notes, memoranda or other documents that contain excerpts from any  
8 of the Confidential Documents or Information. Notwithstanding the foregoing, attorney work  
9 product, attorney-client communications, and information derived from Confidential Documents  
10 or Information may be retained by the non-designating Party and its counsel.

#### 13           **VI. PUBLIC DOCUMENTS**

14           None of the restrictions set forth in this Stipulated Protective Order shall apply to any  
15 documents or other information that become public knowledge by means not in violation of the  
16 provisions of this Stipulated Protective Order.

#### 17           **VII. NO PROBATIVE VALUE**

18           This Stipulated Protective Order shall not aggregate or diminish any contractual,  
19 statutory or other legal obligation or right of any party or person with respect to any  
20 Confidential Documents or Information. The fact that information is designated "Confidential"  
21 under the Stipulated Protective Order shall not be deemed to be determinative of what a trier of  
22 fact may determine to be confidential or proprietary. This Stipulated Protective Order shall be  
23 without prejudice to the right of any party to bring information before this Court, regardless of  
24 (a) whether any particular material is or is not Confidential, or (b) whether any particular  
25 information or material is or is not entitled to a greater or lesser degree of protection under the



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 318-6588

1 terms of this Stipulated Protective Order, provided that in doing so, the party complies with the  
2 procedures set forth herein. The fact that any information is disclosed, used, or produced in any  
3 proceeding in this action shall not be offered in any other action or proceeding before this or any  
4 other Court, agency or tribunal as evidence of or concerning whether or not such information is  
5 admissible, confidential or proprietary.  
6

7 **VIII. NO IMPLIED WAIVER OF ADMISSION**

8 No party shall be obligated to challenge the proprietary nature of any designation of  
9 "Confidential" information, and the failure to do so shall not constitute a waiver or otherwise  
10 preclude a subsequent challenge to the designation.  
11

12 **IX. MODIFICATION OF THIS STIPULATED PROTECTIVE ORDER**

13 The Parties hereto may modify the terms of this Stipulated Protective Order by further  
14 stipulation. However, no modification by the parties shall have the force or effect of a court  
15 order unless the Court approves the modification. Alternatively, any party hereto may seek an  
16 order of this Court to modify the terms of this Stipulated Protective Order. Any motion seeking  
17 such modification must be served upon all counsel of record and filed in accordance with this  
18 Court's filing procedures.  
19

20     ///  
21     ///  
22     ///  
23     ///  
24     ///  
25     ///  
26  
27  
28



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 384-8588

1                   **X. EXECUTION AND COUNTERPART**

2                   This Stipulated Protective Order may be executed in one or more counterparts, each of  
3 which shall be deemed to be an original, but all of which together shall constitute one and the  
4 same instrument. Facsimile signatures shall be binding upon the Parties hereto and may be  
5 submitted and considered as originals.  
6

7                   **IT IS SO STIPULATED**

8                   DATED this 15<sup>th</sup> day of March, 2015.

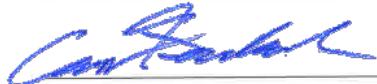
9                   RICHARD HARRIS LAW FIRM

10  
11  
12                   **SETH R. LITTLE, ESQ.**  
13                   Nevada Bar No. 10664  
14                   801 South Fourth Street  
15                   Las Vegas, Nevada 89101  
16                   (702) 444-4444  
17                   Facsimile – (702) 444-4455  
18                   Seth@RichardHarrisLaw.com  
19                   Attorney for Plaintiff,  
20                   MICHAEL A. CALIX

10                   MORAN BRANDON BENDAVID  
11                   MORAN

12                   **LEW BRANDON, JR., ESQ.**  
13                   Nevada Bar No. 5880  
14                   **DAVE M. BROWN, ESQ.**  
15                   Nevada Bar No. 12186  
16                   630 S. Fourth Street  
17                   Las Vegas, Nevada 89101  
18                   l.brandon@moranlawfirm.com  
19                   Attorneys for Defendant,  
20                   ALBERTSONS, LLC

21                   **IT IS SO ORDERED.**

22                     
U.S. Magistrate Judge

23                   Dated: April 7, 2015



24                   MORAN BRANDON  
25                   ENDAVID MORAN  
26                   ATTORNEYS AT LAW

27                   30 SOUTH 4TH STREET  
28                   LAS VEGAS, NEVADA 89101  
PHONE (702) 384-8424  
FAX (702) 384-8426

I hereby acknowledge that I may receive information designated as "Confidential" from  
counsel to a party to this action. I hereby certify my understanding that such information will be  
provided to me pursuant to the terms and restrictions of the above Stipulated Protective Order  
that has been entered by the Court; that I have been given a copy of, and have read and  
understand, such Stipulated Protective Order; that I agree to be bound by the terms thereof; and  
that I irrevocably submit to the personal jurisdiction of the Court in connection with any  
proceeding to enforce the Stipulated Protective Order that may involve me.

**ACKNOWLEDGED AND AGREED:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



MORAN BRANDON  
BENDAVID MORAN  
ATTORNEYS AT LAW

630 SOUTH 4TH STREET  
LAS VEGAS, NEVADA 89101  
PHONE: (702) 384-8424  
FAX: (702) 248-6568